# CenturyTel Long Distance, LLC

100 CenturyTel Drive Monroe, Louisiana 71203

Issued by: Chantel Mosby - Manager, Tariffs & Compliance

Issued: February 11, 2010

Kentucky Tariff No. 1 2<sup>nd</sup> Revised Page 2 Cancels 1<sup>st</sup> Revised Page 2

Effective: February 12, 2010

RESALE COMMON CARRIER SERVICE

#### **CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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## RESALE COMMON CARRIER SERVICE

### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.4 Liabilities of the Company, (Cont'd.)

- **2.4.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.4.4 CenturyTel shall be indemnified and held harmless by the Customer from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmittal by any person using the Company's services and any other claim resulting from any act or omission of the Customer relating to the use of the Company's facilities.
- 2.4.5 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

## 2.4.6 Unauthorized Access and Hacking

Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

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